



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

## INVITATION TO BID

**DATE ADVERTISED: May 27, 2004**

ITB Title: **TEMPORARY NURSING SERVICES**

ITB Number: **IT12689-ELA**

Due Date: **June 10, 2004 - 2:00 P.M.**

Buyer: Ene-Liis Arrowsmith, eneliis.arrowsmith@metrokc.gov,  
(206)263-4272

### TERM SERVICE REQUIREMENT

Furnishing temporary nursing services personnel on a short-term basis, in accordance with the following and attached Invitation to Bid (ITB) instructions requirements and specifications.

#### NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

### BIDDERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Authorized Representative / Title

Signature

Phone

Fax

Company Contact / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:  
\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

**SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS****1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**1-2 SUBMISSION OF OFFERS**

- A. The **original and (2) copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

**1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

**1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

**1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.
- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the

specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.

- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

#### **1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King

County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

## 1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.

E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

**1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

**1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

**1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

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<sup>1</sup> The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

**1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods *may* be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

**1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

**1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

**1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. **DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.**

**1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

**1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.

- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

**SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD****2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

**2-2 QUALIFICATIONS**

Offerors shall have prior successful experience providing temporary nursing personnel for all positions listed, shall be licensed to conduct business in the state of Washington, and shall possess all permits, licenses, approvals, and personnel necessary to perform and/or carry out the requirements of the contract.

**2-3 REFERENCES**

List the names and addresses of three (3) previous clients, not including King County, for whom the offeror has performed or now performs similar services on a long term basis (one year or longer). Include dates, contact persons, and telephones numbers. Should any reference be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with the bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____



**2-4 EVALUATION**

All bid responses found to be in complete compliance with the requirements of this ITB will be evaluated. The "EVALUATION WEIGHTS" on the price sheet and 2003 total expenditures on all temporary nursing positions for the General Public Health Clinics and Jail Health, will be used to establish a weighted average billable rate for each offeror.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

\_\_\_\_\_ % - \_\_\_\_\_ DAYS, NET \_\_\_\_\_

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

A "call out" list will be established of all eligible responsible, responsive firms based upon the derived weighted average billable rates from low to high. The firm determined to have the lowest weighted average billable rate for all positions will be designated as the "No. 1 Contractor".

The No. 1 Contractor will be called first. Other contracts will be awarded, ranked and called in the ascending order of their derived weighted average billable rate.

**SECTION 3 - GENERAL CONTRACT REQUIREMENTS****3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

**3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

**3-3 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)**

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB Ordinance and Declaration Form are available online at

[www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp)

**3-4 DISABILITY ASSURANCE COMPLIANCE (504/ADA)**

All King County contractors providing programs, services, or activities to the public shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful offeror shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract. Copies of these forms are available from our website

[http://www.metrokc.gov/finance/procurement/documents/U\\_027\\_504\\_ADA\\_Compliance.doc](http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc) , or by contacting the above named buyer.

**3-5 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-6 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-7 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-8 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-9 HOLD HARMLESS AND INDEMNIFICATION****A. PERSONS PERFORMING SERVICES HEREUNDER ARE NOT KING COUNTY EMPLOYEES.**

No person performing services under this Agreement shall be considered an employee of King County. Vendor shall take all necessary steps to effectuate the spirit and intent of this provision. Without limiting this obligation, Vendor shall do each of the following:

1. Vendor shall bear the risk that a court, arbitrator, governmental agency or other governmental entity may determine that (i) the persons performing services under this Agreement are or may be common law employees of King County or otherwise have legal rights enforceable against King County; or (ii) the treatment of persons performing services under this Agreement otherwise creates legal rights enforceable against King County.
2. Vendor shall make no representation or take any action or position with any court, arbitrator, governmental agency or other governmental entity suggesting that any persons performing services under this Agreement are King County employees.
3. Vendor shall obtain from all subcontractors of work under this Agreement a written agreement specifying that those performing services at the direction or behest of such subcontractors are not common law employees of King County.

**B. KING COUNTY'S INDEMNIFICATION RIGHTS**

1. To the maximum extent permitted by law and as limited by paragraph 2 (c), below, Vendor shall indemnify and hold harmless King County, its officers, agents, employees, employee benefit plans and fiduciaries of such plans, from and against any and all suits, claims, actions, losses, costs, penalties and damages of any kind or nature arising out of, in connection with, or incident to (i) goods and/or services provided by or on behalf of Vendor; and/or (ii) Vendor's breach of any duty under this Agreement. This indemnification obligation also shall extend to all damages and injury or death caused to persons or property arising out of the performance of this Agreement by Vendor, any subcontractor and any employee or agent of Vendor or any subcontractor.
2. In addition, upon King County's request, Vendor shall assume the defense of King County and its officers and employees in all suits and formal or informal proceedings arising out of, in connection with, or incident to such goods and/or services, shall pay all expenses, including reasonable attorney fees, expert fees and disbursements incurred by King County directly or indirectly on account of such litigation or claims, shall satisfy any judgment rendered in connection therewith, and shall pay or reimburse King County for any sums agreed to be expended or expended to settle such suits or claims. Nothing in this Agreement shall be construed to require King County to tender the defense of any suit or claim, and failure to tender the defense shall not be a defense to any claim against Vendor arising under this Agreement.
3. Vendor hereby waives its immunity under the Industrial Insurance Act, Title 51 of the Revised Code of Washington (RCW), to the fullest extent allowed by RCW 4.24.115. Despite this waiver and the indemnification provisions in paragraph 2 (a), above, the parties agree that if RCW 4.24.115 applies to a claim for indemnity by King County: (i) Vendor shall not indemnify King County for damages arising out of bodily injury to persons or property damage resulting from the sole negligence of King County, its agents or employees; and, (ii) if indemnification is sought for damages arising out of bodily injury to persons or property damage resulting from the concurrent negligence of King County (or its agents or employees) and Vendor (or its agents or employees), Vendor must only indemnify for such damages to the extent of its negligence or the negligence of its agents or employees. Vendor warrants that the parties mutually negotiated this waiver.
4. Vendor's duties under this Paragraph shall survive expiration of this Agreement. King County shall have the longest period permitted by the applicable statute of limitations to assert its rights under this Paragraph. In any lawsuit between the parties to enforce the rights under this Agreement, reasonable attorney fees shall be awarded to the prevailing party.

**3-10 TERMINATION****A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting

documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

**B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

**SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS****4-1 CONTRACT VALUE**

The estimated annual value of this contract is approximately \$800,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

**4-2 CONTRACT EXTENSION**

The contract period may be extended in one-year increments for two additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

**4-3 INSURANCE REQUIREMENTS**

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with **King County its officers, employees, and agents covered as additional insureds.**

The Contractor shall furnish proof of Stop-gap, Employer's Liability and Workers' Compensation: Statutory Requirements of the State of Residency.

**4-4 LABOR HARMONY**

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

**4-5 MAINTENANCE OF RECORDS/AUDITS**

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the

Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractor receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

#### **4-6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

To comply with federal HIPAA regulations, the Contractor shall ensure that all temporary workers assigned to King County, and working in areas where the worker may be exposed to protected health information (PHI), shall have completed HIPAA Basic Awareness Training prior to the first day of work at the County. The Contractor shall provide proof and documentation of the worker's completion of HIPAA training upon request by the County. The cost of the training shall be borne by the Contractor.

Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>

## SECTION 5 - TECHNICAL SPECIFICATIONS

### 5-1 GENERAL

The purpose of this ITB is to establish a contract for the furnishing of temporary nursing personnel, on a short-term basis, as requested by the County's various Departments, Divisions, and Agencies. King County requires use of skilled individuals to fill temporary vacancies created due to illness, vacations, extra work, etc., on a short-term basis. The duration of assignments to fill these vacancies may range from one (1) day to approximately six (6) months, dependent upon the needs of the County.

It is King County's intent to award multiple contracts for this service. Orders will be placed with offerors offering the lowest overall rate and availability to the county. The Contractor designated as No.1 will be called first.

### 5-2 MANDATORY REQUIREMENTS

- A. Each item in this section describes a mandatory requirement or condition, which must be satisfied. Failure to provide the requested information or comply affirmatively with any of the mandatory requirements shall result in disqualification of the offeror or cancellation of the contract after contract award. **ANY EXCEPTIONS TAKEN BY A OFFEROR TO ANY MANDATORY ITEM SHALL RESULT IN DISQUALIFICATION OF THE OFFEROR.**

**Note:** All response times stated within this ITB shall be measured from the County's initial call for service.

1. All positions shall mirror positions found in King County's classification system. (See attached job descriptions.)
2. Temporary workers hourly wage rates shall be based upon the minimum rates set within Section 6 of this ITB. The wages paid to the worker shall be the hourly rate proposed by the successful offeror and accepted by the County. The proposed wage rate for each position shall be inclusive of shift differentials and weekend premiums. Failure of the Contractor to compensate personnel at the accepted hourly wage rate once contracted with the County, shall be reason for contract cancellation.
3. Overhead shall be defined as the percentage of each hourly wage rate quoted that covers **all other business related costs** of the Contractor, including benefits, if offered, and profit. The percentage(s) quoted shall be the maximum allowed throughout the entire life of the contract, including subsequent extensions. **King County will not accept any additional costs from the Contractor.**
4. The billable hourly rate to the County shall be the sum of the accepted wage rate for a position and the percent markup for overhead associated with the position (converted to dollars). All billable hourly wage rates shall be rounded to the nearest hundredth of a dollar.
5. The Contractor shall provide temporary support personnel only for the job descriptions herein with the qualifications described. The County shall determine the job category and skill level required. Requests from the County to the Contractor for temporary personnel will be provided verbally and confirmed via facsimile/e-mail. Only candidates meeting the requirements of the job descriptions in the job category, and at the skill level requested, shall be referred to fill any temporary assignment. King County reserves the right to interview candidates prior to assignment in order to determine whether they meet the requirements of the assignment. If a candidate is unsuitable, the Contractor shall furnish additional candidates within twenty-four (24) hours if requested to do so. If, after three (3)



candidates have been interviewed and all found unacceptable, the County may cancel its request and the request shall be considered "unfilled". Final acceptance of a candidate shall be at the sole option of the County.

6. Within four (4) hours of the initial request for personnel by the County, the Contractor shall acknowledge via telephone and confirm by facsimile/e-mail, receipt of the County's request and that the search has begun for acceptable candidates. Within twenty-four (24) hours of the initial request, the Contractor shall respond to the County via telephone and confirm by facsimile/e-mail as to whether or not the County's request can be filled, and shall provide the County with resumes of all qualified candidates for review. The Contractor shall ensure all candidates are available for interview within twenty-four (24) hours after review of resume and notification by the County, and available for work within twenty-four (24) hours after acceptance. County notification to the Contractor regarding acceptance of a candidate will be provided verbally, confirmed by facsimile/e-mail, and shall state the date, time, location, and name of the individual whom the candidate shall report to for assignment. Requests not filled within the stated time frames shall be considered "unfilled".
7. The Contractor shall not refuse to fill a County request for temporary personnel based upon the duration, location, or working hours of an assignment. The majority of King County openings are in the downtown Seattle area, with other openings occurring in outlying areas, including Kent, Maple Valley, and other locations. The hours worked shall coincide with the working hours of the requesting agency. King County will guarantee a maximum of four (4) hours for each position which temporary personnel are authorized to report and "excused" by the County for reasons other than those stated in paragraph A.8.
8. The Contractor, if requested, shall replace any individual(s) "dismissed", immediately. Grounds for dismissal shall include but shall not be limited to, absences without notification, inability to perform work specified, inappropriate office behavior, insubordination, misuse of public property, or other factors as determined by the County to be reason for dismissal. In the event replacement of individuals "dismissed" exceeds twenty-four (24) hours, the County may cancel the request, and the request shall be considered as "unfilled."
9. The Contractor shall furnish to King County Office of Human Resource Management (OHRM) usage reports showing a summary of the ordering history of the County. King County's "Vendor's Monthly Contract Worker Usage" report, (Attachment 1), shall be completed by the Contractor and submitted by the close of business on the 10th day of each month and shall cover the previous ending month. Only the format in Attachment 1 with the applicable information will be considered acceptable. All reports shall be submitted electronically to the following e-mail address: [ben.marquez@metrokc.gov](mailto:ben.marquez@metrokc.gov). King County reserves the right to request additional information, if required, when reviewing contract activity.
10. The Contractor shall not fill, in accordance with this contract, any request from County personnel for nursing services or positions not listed herein. King County reserves the right to contract separately for categories of temporary nursing services listed/not listed within this ITB, with skills that may be unique or highly specialized.
11. The Contractor shall be available to receive and respond to the County's requests for temporary support personnel between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding County holidays). The Contractor shall also appoint a single, dedicated account representative to provide a communication channel between the Contractor and King County, and shall provide a toll free telephone number if located outside the County's calling area. The Contractor shall notify King County immediately and

in writing of any changes in account rep, company profile, or address changes. List account representative below:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

12. The Contractor shall maintain a record of each temporary worker's assignment with the County and monitor their hours worked. In no instance shall the Contractor allow a temporary worker on assignment at King County to exceed one thousand forty (1040) work hours in a rolling twelve (12) month period. The Contractor shall notify the County in writing when a worker is within forty (40) hours of reaching the one thousand forty (1040) hour threshold, and, when terminating an assignment for any reason including contract expiration. King County reserves the right to request a replacement worker with less than one thousand forty (1040) hours to replace a worker that has reached the maximum threshold. King County also reserves the right to reject any worker whose accumulated hours at the County within a rolling twelve (12) month period, will not allow for the completion of an individual assignment.

Should the Contractor allow a temporary worker on assignment at King County to exceed the maximum one thousand forty (1040) work hour threshold in a rolling twelve (12) month period, the Contractor agrees to indemnify, hold harmless and defend King County against any subsequent claim or lawsuit by the individual for wages, benefits, or pension contributions.

### **5-3 WAGE ADJUSTMENTS**

The wage rates accepted by the County shall remain in effect during the life of the contract period. The Contractor may request an increase in worker wage rates, however, any adjustments to contract workers hourly wage rates will be tied to, and shall not exceed the County's annual Cost Of Living Adjustment for all positions, for the previous calendar year. If granted, the wage adjustment will be implemented upon any subsequent contract extension. Requests for wage adjustments shall be made in writing to the named buyer at King County Procurement and Contract Services Section thirty (30) days prior to end of the current contract period.

### **5-4 HIRING AWAY STAFF**

It is not the intent of King County to hire temporary personnel away from the Contractor. In the event a temporary worker provided by the Contractor is subsequently hired by the County, the Contractor shall have no right to claim damages for breach of contract and the County shall not be liable for any fee as a result of the hiring.

### **5-5 OVERTIME**

King County will pay overtime at the rate of 1.5 times the temporary worker's hourly wage rate plus overhead, for all hours worked in excess of forty (40) hours per week. Overtime will be paid only when the work to be performed has been pre-approved in writing on the timesheet by authorized County personnel. For contract purposes, the workweek shall begin Monday, day shift and end Sunday, at the end of the night shift.

King County will pay for work done on holidays at the rate of 1.5 times the temporary worker's hourly wage rate plus overhead, for all hours worked on a King County observed holiday. For contract purposes, holiday pay will be paid for hours worked starting the night shift just prior to the holiday, and ending with the end of the evening shift the day of the holiday.

King County holidays are: New Year's Day, Martin Luther King's birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving day and the day after Thanksgiving, and Christmas.

#### **5-6 ORIENTATION**

King County will pay for orientation at the rate of  $\frac{1}{2}$  the temporary worker's hourly wage rate plus overhead for a minimum of 4 hours and a maximum of 3 work days, as agreed between the Contractor and authorized County personnel. The orientation will be paid only when the work to be performed has been pre-approved, in writing on the timesheet by authorized County personnel. Orientation shall be mandatory for all new temporary workers and for those temporary workers who are assigned to another position within Public Health when additional Orientation time is needed. King County shall be the sole judge in determining the amount and length of orientation required for and individual.

#### **5-7 CONTRACTOR CHANGEOVER**

The Contractor may accept assignments until the final day of any contract period unless terminated earlier by the County. King County at its sole discretion may extend the final contract period, at the then current rates, in preparation for contractor changeover. In no instance shall the Contractor accept an assignment after, or allow any assignment to exceed the expiration date set forth in the contract or contract extension.

#### **5-8 INVOICES**

Unless otherwise indicated, all invoices provided by the Contractor for the services delivered under the terms of this contract shall be submitted to the King County contact person at the delivery address of the services. Invoices must show at minimum, the purchase order number, requester's name, address and phone number, invoice number, invoice date, contract worker name and job description, date when service was provided, number of hours worked, flat billable wage rate per position, and total amount due with the due date based upon contract payment terms. Each invoice shall include dates when services were provided for a single calendar month. If the end of the month falls on a day in the middle of an invoice cycle, the Contractor shall provide two (2) invoices for that week. Each invoice will begin on the Monday day shift (unless the first of the month falls on a day other than Monday) and will end on the Sunday night shift. Should prompt payment discount terms apply, invoices must show total amounts due and due dates, with and without the application of the discount. Invoices shall not include any shift differential or weekend premium as charges to King County, regardless of how contractors pay their employees.

King County will not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for correction.

**SECTION 6 - PRICING**

State the hourly wage rate (in dollars) that your firm shall compensate each of your employees assigned at King County, and your firm's percent overhead for each position. Wage rates bid shall not be below the King County minimum listed and shall be inclusive of shift differentials and weekend premiums. Offerors shall use this sheet to provide rate information, and may enter a quote for any or all items. The county will not accept standard rate sheets provided by offerors.

NOTE: Overhead shall be quoted to the nearest hundredth percent (examples\*: 8.65%, 65.50%, 150.25%). Offerors are cautioned that failure to enter the proper overhead percentage will result in a higher or lower billable rate than anticipated.

**SAMPLE:**

ITEM NO.	JOB TITLE	Wage/Hour (King County min.)	Wage/Hour (Bid)	Overhead (%)
1.	<u><a href="#">Licensed Practical Nurse</a></u>			
	General Public Health Clinics **	\$ 15.55	\$18.00	65.50%
	Jail Health ***	\$ 17.88	\$21.00	150.25 %

Calculated billable for LPN, General Public Health Clinic: \$29.79/Hr.

Calculated billable for LPN, Jail Health: \$52.55/Hr

**\*Percentages shown are for example only, and are not intended to reflect a suggested overhead.**

ITEM NO.	JOB TITLE	Wage/Hour (King County min.)	Wage/Hour (Bid)	Overhead (%)
1.	<u><a href="#">Licensed Practical Nurse</a></u>			
	General Public Health Clinics **	\$ 15.55	\$	%
	Jail Health ***	\$ 17.88	\$	%
2.	<u><a href="#">Registered Nurse</a></u>			
	General Public Health Clinics **	\$ 21.71	\$	%
	Jail Health ***	\$ 24.97	\$	%
3.	<u><a href="#">Public Health Nurse</a></u>			
	General Public Health Clinics **	\$ 23.71	\$	%
	Jail Health ***	\$ 27.27	\$	%
4.	<u><a href="#">Advanced Registered Nurse Practitioner</a></u>			
	General Public Health Clinics **	\$ 27.14	\$	%
	Jail Health ***	\$ 31.21	\$	%
5.	<u><a href="#">Health Care Assistant</a></u>			
	General Public Health Clinics **	\$ 15.35	\$	%
	Jail Health ***	\$ 15.35	\$	%

\*\* HOURS OF OPERATION: MONDAY – FRIDAY, 8: 00 AM – 5:00 PM

\*\*\* HOURS OF OPERATION: 24 HOURS/DAY, 7 DAYS PER WEEK

## Domestic Partner Benefits Declaration Form



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
Exchange Building, EXC-ES-0862  
821 Second Avenue, 8<sup>th</sup> Floor  
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at  
[www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City / State / Postal Code**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Authorized Representative / Title**

**King County**

**ATTACHMENT A**  
**INVITATION TO BID IT12689 -ELA**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
2. All certified SEDB bidders must complete the information in the section for Bidder Identification as described in the front page of this Invitation To Bid and the certification information below.
3. ( ☐ ) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

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Name of SEDB Business

---

SEDB Certification Number

---

Owner Signature

---

Contact Person Name and Phone Number


NAME OF OFFEROR: \_\_\_\_\_

Bid No. IT12689-ELA

Page 23

**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>		
<b>U R G E N T</b>	 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b>	<b>IT 12689-ELA</b>
	<b>Bid Title</b>	<b>Temporary Nursing Services</b>
	<b>Due Date</b>	
	<b>Vendor</b>	
<b>U R G E N T</b>		



**King County**  
Human Resources Division  
**Department of Executive Services**

**3311100**

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**LICENSED PRACTICAL NURSE**

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**Job Summary**

The responsibilities of this classification include providing practical nursing care as part of a health care team.

**Distinguishing Characteristics**

This is a single classification within the nursing services field. This classification is distinguished from the Certified Nursing Assistant in that the incumbent is responsible for administering medications and acts a preceptor for licensed practical nursing students. This classification is distinguished from the Registered Nurse classification in that the incumbent does not perform comprehensive nursing assessment.

**Essential Duties (These duties are representative and may vary by position.)**

1. Obtain, verify and record health history of patients, establishing and maintaining medical records.
2. Gather pertinent health data through physical assessments and biological samples.
3. Administer medications as directed.
4. Transcribe medical, dental and psychiatric orders.
5. Respond to medical emergencies.
6. Collect specimens for laboratory analysis and conduct analysis for specific tests.
7. Carry out and monitor appropriate nursing care procedures.
8. Assist other health care professionals in performing minor surgical and medical procedures.
9. Respond to questions on patient care and pass information to health care professionals.
10. Order and inventory supplies and materials.
11. Operate and maintain equipment.
12. Provide basic health information to patient and community.
13. Coordinate transportation of patients and appointment schedules.
14. Assist other health care professionals in providing training, orientation and education to staff clients and students.
15. Participate in the development of quality assurance activities to demonstrate compliance with standards, laws, regulations, policies and procedures.
16. Help develop and evaluate policies, procedures, service delivery models, personal health services programs, the community health planning process and safety and security measures.

**Knowledge/Skills (These are entry requirements and may vary by position.)**

Knowledge of medical terminology, anatomy, physiology and pathophysiology.

Knowledge of equipment, supplies and materials needed for medical treatment.



Knowledge of basic laboratory procedures including preparation and screening.

Knowledge of health care system structure and function.

Knowledge of infectious disease management, control and safety standards.

Medical record documentation skills.

Knowledge of the Washington State law relating to nursing care (WAC 18.79) and of the Patient Bill of Rights.

Knowledge of pharmacology.

Knowledge of human systems (wellness, illness, growth and development, nutrition, behavioral, psychosocial and family systems).

Phlebotomy skills.

Physical assessment skills.

Communication skills (oral and written).

Problem solving skills.

Interviewing skills.

Time management skills.

Crisis intervention skills.

Skill in initiating appropriate emergency response.

Skill in maintaining and establishing working relationships and working with diverse populations and cultures.

Skill in handling a number of tasks simultaneously.

Skill in reading and following written medical orders.

### **Licensing/Certification Requirements**

Washington State license as Licensed Practical Nurse.

Graduation from an approved Practical Nursing program.

Washington State Driver's License or the ability to provide transportation to work locations with limited or no public transportation services.

Security clearance and/or background check (some positions).



**King County**  
Human Resources Division  
**Department of Executive Services**

**3312200**

**PUBLIC HEALTH NURSE**

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**Job Summary**

The responsibilities of this classification include providing comprehensive nursing care including assessment, intervention, education, referrals and resource development. The incumbent plans, develops, coordinates, implements and monitors Seattle/King County Department of Public Health nursing projects and programs at various levels, including staff, department, family, community, King County, Washington State and regional.

**Distinguishing Characteristics**

This is a single-level classification within the Nursing classification series. This classification is distinguished from the Registered Nurse in that the incumbent is responsible for performing nursing duties based on family/community systems theory with emphasis on communities and the family. It is distinguished from the Advanced Registered Nurse Practitioner in that the Public Health Nurse does not provide medical management of health conditions.

**Essential Duties (These duties are representative and may vary by position.)**

1. Conduct individual and family screening, triage and referral to other health providers.
2. Obtain and document health history and make nursing diagnosis based on nursing assessment.
3. Develop and implement preventive, therapeutic and/or rehabilitative measures in a nursing care plan. Evaluate effectiveness of the care plan.
4. Provide case management services including care coordination, advocacy, referral and follow-up.
5. Provide training, orientation and education to staff, clients, students and the community.
6. Participate with the community to address health issues and develop health programs.
7. Participate in the collection and analysis of data to identify populations at risk; participate in research and improvement of health care delivery.
8. Participate in quality assurance activities to meet laws, regulations, policies and procedures.
9. Help develop and evaluate practices, policies, procedures, service delivery models, personal health services programs, community health planning and safety and security measures.
10. Provide expertise regarding public health nursing scope, practice and policy at many levels.
11. Provide leadership and/or participate in a variety of committees to promote various programs and parent-child health-related issues to the health department, community and state.
12. Coordinate projects and programs for the district, department and countywide area; represent these projects and act as liaison at the local, regional and state levels.
13. Provide nursing consultation and act as technical resource to Public Health Nurses, Personal Health Services Supervisor, local and regional health department administration, City of Seattle and King County government, community and state.
14. Prepare reports on program progress, recommend changes and develop new policies.

15. Maintain contact with external organizations; prepare, monitor and coordinate contracts; write grant proposals; and monitor budgets.

**Knowledge/Skills (These are entry requirements and may vary by position.)**

Knowledge of medical terminology, anatomy, physiology, pathophysiology and epidemiology.

Knowledge of human systems (wellness, illness, growth and development, basic nutrition, behavioral, psycho-social and family systems).

Knowledge of public health nursing principles and processes.

Knowledge of laboratory procedures, including preparation and screening.

Knowledge of health care system structure and function and alternative health care treatments.

Knowledge of infectious disease management, control and safety standards.

Knowledge of basic pharmacology.

Knowledge of equipment, supplies and materials needed for medical treatment.

Knowledge of research techniques and principles.

Knowledge of personal safety techniques and principles.

Knowledge of adult learning and health education techniques and principles.

Knowledge of and skill in patient care and knowledge of Patient Bill of Rights.

Knowledge of Washington State law relating to nursing care (WAC 18.79) and of federal health care regulations.

Knowledge of group process and group facilitation.

Communication skills (oral and written).

Medical record documentation skills.

Interviewing and time-management skills.

Leadership, crisis intervention and problem-solving skills.

Analytical, diagnostic physical assessment and case management skills.

Presentation and group facilitation skills.

Skill in initiating appropriate emergency response.

Skill in maintaining working relationships and working with diverse populations and cultures.

Skill in handling a number of tasks simultaneously.

**Licensing/Certification Requirements**

Washington State license as a Registered Nurse and bachelor's degree in nursing science from a School of Nursing accredited by the National **League** of Nursing.

Washington State Driver's License or the ability to provide transportation to work locations with limited or no public transportation services.

Security clearance and/or background check (some positions).



**King County**  
Human Resources Division  
**Department of Executive Services**

**3313100**

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**ADVANCED REGISTERED NURSE PRACTITIONER**

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**Job Summary**

The responsibility of this classification includes integrating knowledge and data from many scientific frameworks to provide holistic primary health care to individuals. These health care components include assessment, diagnosis, prescription of medications and other treatments, client education and referrals for other services.

**Distinguishing Characteristics**

This is a single advanced classification within the nursing services field. The incumbent in this position provides primary health care to clients on an independent basis. This classification is distinguished from other nursing classifications in that the incumbent is responsible for medical management of health conditions including prescribing and dispensing medications.

**Essential Duties (These duties are representative and may vary by position.)**

1. Obtain health history through client/family interview and chart review. Assess presenting illness and risk factors, family health history, review of systems, psychosocial/developmental histories and cultural information.
2. Perform appropriate physical examination and assessment.
3. Order or perform appropriate diagnostic and screening tests and collect additional data for evaluation of illness/wellness.
4. Develop differential diagnosis and risk identification through assessment and interpretation of data.
5. Provide managed client care by developing and implementing individual treatment plan: prescribe/dispense medication; provide appropriate referrals and ensure education, counseling and case management follow-up with other professional and community agencies.
6. Prepare documentation for medical records.
7. Ensure quality of professional practice by practicing within professional, legal and ethical standards and by participating in and providing continuing education, peer review, chart review, development of practice guidelines and community work.
8. Provide leadership and collaboration within health care team to ensure quality patient care.
9. Provide patient care consultation to nursing staff on a 24-hour basis when on call.
10. Provide training, orientation and education to staff, clients and students.
11. Participate in quality assurance activities to demonstrate compliance with standards, laws, regulations, policies and procedures.
12. Act as consultant to health care team, other staff and the community including advocating for patients.

**Knowledge/Skills (These are entry requirements and may vary by position.)**

Knowledge of advanced practice of nursing.

Advanced knowledge of human systems, including wellness/illness, growth and development, basic nutrition, behavioral, psycho-social and family systems.

Knowledge of anatomy and physiology, pathophysiology.

Advanced knowledge of pharmacology and therapeutics.

Knowledge of diagnostic testing and interpretation of results.

Knowledge of diagnostic reasoning and clinical decision-making.

Knowledge of alternative treatment modalities.

Knowledge of health promotion, risk assessment and education techniques and principles.

Knowledge of community, professional and educational resources.

Knowledge of health care system structure and function.

Knowledge of therapeutic client interventions and group dynamics.

Communication skills (oral and written).

Time management skills.

Problem solving skills.

Medical records documentation skills.

Crisis intervention skills.

Interviewing skills.

Analytical skills.

Leadership skills.

Presentation skills.

Facilitation skills.

Case-management skills.

Organizational skills.

Investigatory skills.

Critical thinking skills.

Physical assessment skills.

Consultation skills.

Skill in initiating appropriate emergency response.

Skill in maintaining and establishing working relationships with diverse populations.

Skill in handling a number of tasks simultaneously.

Skill in writing medical orders.

**Licensing/Certification Requirements**

Washington State license as a Registered Nurse and a bachelor's degree in nursing science from a School of Nursing accredited by the National League of Nursing.

Washington State license as an Advanced Registered Nurse Practitioner with prescriptive authority. Completion of advanced practitioner training and certification as a nurse practitioner within a specialty.

Washington State Driver's **License** or the ability to provide transportation to work locations with limited or no public transportation services may be required for some positions.

Security clearance and/or background check (some positions).

**EEO Code**

MSA: 02 / PS: 2

**FLSA Designation**

Exempt

**Worker's Comp Code****Class History**

Updated 2/2003



**King County**  
Human Resources Division  
**Department of Executive Services**

**3421100**

**HEALTH CARE ASSISTANT**

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**Job Summary**

The responsibilities of this classification include performing paraprofessional-level health care assistance duties in clinics and through specialized health care programs. Incumbents are responsible for clinical duties, office management, outreach, research and assessment duties.

**Distinguishing Characteristics**

This is a single-level classification that is considered a paraprofessional classification and calls for working collaboratively within a multidisciplinary team. The Incumbent performs work responsibilities independently with minimal supervision. This classification is distinguished from the Nursing and Nutrition classification series in that the incumbent position does not require a nursing or nutrition license.

**Essential Duties (These duties are representative and may vary by position.)**

1. Instruct patients on specimen collection. Collect and perform basic laboratory assessment of specimens such as, but not limited to, blood, urine and stool. Schedule laboratory tests.
2. Respond to inquiries by phone and in person, identify clients' needs, schedule client appointments as appropriate and refer clients to health care professional, when necessary.
3. Collect and record measurements and vital signs; interview clients for medical, dietary and social history.
4. Using established protocols, evaluate intake data for health risk factors and program eligibility.
5. Identify, recruit and screen clients for health care services and for research studies.
6. Provide basic health and nutrition information to clients as well as referrals to health care services and available resources.
7. Serve as liaison and advocate for client and health care and community providers.
8. Clean, stock and set up patient examination rooms and sterilize examination equipment.
9. Order, inventory, monitor and maintain clinical and laboratory supplies.
10. Maintain, document and process medical records.
11. Collect and maintain laboratory records and data for research studies and program management.
12. Conduct periodic reassessment of client needs.
13. Make presentations to clients, other staff and community groups.
14. Develop and maintain working relationships with referral sources.

**Knowledge/Skills (These are entry requirements and may vary by position.)**

Knowledge of nutrition, human development and life sciences equivalent to college-level course work.

Knowledge of medical terminology and clinical procedures.

Knowledge of human systems, including anatomy, physiology, biology, human growth and development.

Knowledge of basic nutrition theory and practice.

Knowledge of behaviors and practices to achieve and maintain good health.

Knowledge of health care maintenance and prevention.

Knowledge of asepsis and universal precautions.

Knowledge of occupational hazards and safety procedures.

Knowledge of laboratory procedures including phlebotomy.

Knowledge of state and federal guidelines for laboratories, biohazards, laboratory specimen handling.

Knowledge of medical record-keeping procedures.

Knowledge of health and social services and resources.

Communication skills (oral and written).

Problem-solving and client interviewing skills.

Record-keeping skills.

Analytical/assessment and basic mathematics skills.

Skill in working with diverse populations.

Skill in maintaining and establishing working relationships with community resources.

Skill in performing a number of tasks simultaneously.

Skill in working as a part of a multidisciplinary team.

Skill in meeting deadlines and working under time constraints.

**Licensing/Certification Requirements**

Washington State Driver's License or the ability to provide transportation to work locations with limited or no public transportation (some positions).

Washington State certification as a Health Care Assistant (some positions).



**REGISTERED NURSE**

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**Job Summary**

The responsibilities of this classification include providing comprehensive registered nursing care including nursing assessments, interventions, education, referrals and consultations for clients in a patient care setting and assisting other staff in providing health care services to clients.

**Distinguishing Characteristics**

This is a single classification within the nursing services field. This classification is distinguished from the Licensed Practical Nurse in that the incumbent is responsible for performing nursing assessments independently. It is distinguished from the Seattle/King County Department of Public Health Nurse because the scope of practice emphasizes individuals and the family, while the Public Health Nurse scope of practice emphasizes the family and communities.

**Essential Duties (These duties are representative and may vary by position.)**

1. Conduct individual screening and triage. Refer to other health providers based on assessment.
2. Obtain and document health history and make nursing diagnosis based on nursing assessment.
3. Develop and implement preventive, therapeutic and/or rehabilitative measures in a nursing care plan. Evaluate effectiveness of the plan.
4. Obtain and transcribe medical, dental and psychiatric orders.
5. Carry out patient care procedures including medication administration and performing specific laboratory analysis as ordered and based on nursing assessment.
6. Monitor patient response to ordered medical interventions and communicate pertinent information to other health professionals.
7. Participate collaboratively with multidisciplinary teams to improve patient outcome.
8. Respond to emergency situations.
9. Order and inventory supplies and materials.
10. Initiate and maintain individual medical records.
11. Coordinate transportation of patients.
12. Provide training, orientation and education to staff, clients, students and the community on health care and related policies and procedures.
13. Participate in quality assurance activities to demonstrate compliance with standards, laws, regulations, policies and procedures relating to scope of practice.
14. Help develop and evaluate practices, policies, procedures, service delivery models, personal health services programs, the community health planning process and safety and security measures.

**Knowledge/Skills (These are entry requirements and may vary by position.)**

Knowledge of nursing process and nursing diagnosis.

Knowledge of medical terminology such as anatomy, physiology, pathophysiology and basic pharmacology.

Knowledge of human systems (wellness, illness, growth and development, behavioral, psycho-social and family systems) and alternative health care treatments.

Knowledge of the community (diverse populations).

Knowledge of laboratory procedures including preparation and screening.

Knowledge of health care system structure and function.

Knowledge of infectious disease management, control and safety standards.

Knowledge of equipment, supplies and materials needed for medical treatment.

Knowledge of research techniques and principles.

Knowledge of adult learning and health education techniques and principles.

Knowledge of patient care techniques and principles and of the Patient Bill of Rights..

Knowledge of Washington State law relating to nursing care (WAC 18.79) and of federal health care regulations.

Knowledge of personal safety techniques and principles.

Communication skills (oral and written).

Time management, problem-solving and interviewing skills.

Leadership and crisis intervention skills.

Analytical, diagnostic and physical assessment skills.

Skill in patient care techniques and case management.

Skills in initiating appropriate emergency response and responding to emergencies in a calm manner.

Skills in maintaining working relationships and working with diverse populations and cultures.

Skill in handling a number of tasks simultaneously.

Skill in reading and following written medical orders and in medical documentation.

### **Licensing/Certification Requirements**

Washington State Registered Nurse license and completion of training from a National League of Nursing accredited school of nursing.

Washington State Driver's License or the ability to provide transportation to work locations with limited or no public transportation services may be required for some positions.

Security clearance and/or background check (some positions).

***Vendor's Monthly Contract Worker Usage Report for Year 2004***

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